

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the ECUS/ECSA Slot Exchange Agreement ("Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the parties to exchange slots on their respective services in the Trade during the slack season and to communicate decisions they may make with regard to the blanking of sailings during the slack season.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

1. Maersk Line A/S ("Maersk") ~~Hamburg-Südamerikanische Dampfschiffahrts-Gesellschaft KG ("HSDG")~~

Address: 50, Esplanaden ~~Willy-Brandt-Strasse, 59~~
DK-1098 Copenhagen K, Denmark ~~20457 Hamburg,~~
Germany

2. Aliança Navegação e Logística Ltda. e CIA ("Aliança")

Address: Rua Verbo Divino 1.547
CEP 04719-002
São Paulo S.P., Brazil

3. Companhia Libra de Navegação ("Libra")

Address: Av. Rio Branco 4, 6 andar, Centro CEP
20090-000
Rio de Janeiro RJ, Brazil

24. Hapag-Lloyd Aktiengesellschaft ("HLAG")

Address: Ballindamm 25
20095 Hamburg Germany

35. MSC Mediterranean Shipping Company S.A. ("MSC")

Address: 12-14 Chemin Rieu
1208 Geneva
Switzerland

Each of the foregoing lines may be referred to individually as a "party" and all of them together may be referred to jointly as the "parties." ~~MaerskHSDG, Aliança, Libra~~ and HLAG may be referred to jointly as the "012297 parties".

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall extend to the trade between ports on the East Coast of the United States (Eastport, Maine to Key West, FL range) on the one hand and ports in the Bahamas, Dominican Republic, Panama, Brazil, Uruguay, and Argentina on the other hand. All of the foregoing is hereinafter referred to as the "Trade."

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Exchange of Space. During the slack season (January 15 through April 15), each of the 012297 parties is authorized to exchange space on the service operated under FMC Agreement No. 012297 for space on MSC's ECSA Sling-1 service for the movement of loaded and/or empty containers on an "as needed/as available" basis in the Trade. There shall be no per slot charge for such slots exchanged hereunder on a one-for-one basis; provided, however, that the parties are authorized to discuss and agree on a per slot charge to be assessed in the event a party receives a greater number of slots than it provides.

5.2 Sub-Chartering. No party shall sub-charter slots made available to it